



Axon Body 3 Test Agreement

This Axon Body 3 Test Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Los Angeles Police Department, (**Agency, Party** or collectively **Parties**), is entered into as of the later of the last signature date on this Agreement (**Effective Date**).

In consideration of this Agreement, the Parties agree as follows:

1.0 DEFINITIONS.

- 1.1 "Product" means the Axon product(s) provided to the Agency for testing related to unreleased Axon Body 3 technology, including Software, if any, and Documentation.
- 1.2 "Test Period" means the period of 30 days during which testing of and adjustments to the Product contemplated hereunder will be undertaken, unless otherwise extended by Axon.
- 1.3 "Software" means the computer programs provided in object code format as part of a Product.
- 1.4 "Documentation" means such supporting written materials as Axon may in its discretion provide to Agency in connection with their use of a Product.

2.0 SCOPE. This Agreement sets forth the terms and conditions for the installation, use, test and support of certain Axon products in a user site prior to formal product release.

3.0 OBLIGATIONS OF AGENCY.

- 3.1 Testing. During the Test Period, Agency agrees to test Product(s) as requested by Axon. Upon request of Axon, Agency also agrees to cooperate and participate in a case study, survey, or report involving the Product and the Agency's use of the Product. The Agency agrees that Axon will have a non-exclusive, perpetual license to utilize the results and any report or publication resulting from the case study in Axon's training, markets and sales materials.

Agency acknowledges and agrees that usage of the Product is for testing purposes only. If Agency's officers participating in the testing are on duty, they should also wear and utilize any Agency-issued body camera in accordance



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with agency policy.

- 3.2** Error Notice. Agency shall notify Axon of any failure, error or other malfunction of any part of the Product within three (3) days of such occurrence.
- 3.3** Modifications. Agency agrees to promptly implement such modifications and changes that Axon may make to the Product during the Test Period as they are provided by Axon. Agency understands that these modifications and changes may be incompatible with previous modifications and could include substantial changes to the system and its operating procedures.
- 3.4** Return of Product. Agency agrees to return the Product to Axon within 10 days after the end of the Test Period or any extensions thereof. Before Agency returns the Product, it is Agency's responsibility to upload any data off of the Product to Evidence.com. Axon will retain all data stored in the Product for the purpose of evaluating the Product's performance. Product is to be returned via the RMA process to: Axon Enterprise, Inc., 17800 N. 85th Street, Scottsdale, Arizona USA 85255, Attention: Trial Returns

4.0 OBLIGATIONS OF AXON.

- 4.1** Delivery. Axon agrees that Axon will deliver the Product to Agency for Testing.
- 4.2** Technical Assistance. Axon will provide Agency such technical assistance as Axon may deem necessary to properly install and operate the Product at the test site.
- 4.3** Modifications. During the Test Period, Axon will consult with Agency regarding the performance of the Product and will evaluate any test data and error reports provided by Agency. Axon will undertake to make such modifications and improvements to the Product as deemed appropriate by Axon and provide the same to Agency at no cost; provided, however, Axon is not obligated to make any modifications or improvements.

- 5.0** **DISCLAIMER OF WARRANTY.** THE PRODUCT (INCLUDING THE SOFTWARE, IF ANY, AND DOCUMENTATION) IS PROVIDED HEREUNDER "AS IS". AXON MAKES AND AGENCY RECEIVES NO WARRANTIES IN CONNECTION WITH THE PRODUCT, OR MODIFICATIONS OR IMPROVEMENTS THERETO, DELIVERED HEREUNDER, EXPRESS, IMPLIED, STATUTORY OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR COMMUNICATION BETWEEN AXON AND AGENCY. AXON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE,



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NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

6.0 OWNERSHIP AND SOFTWARE LICENSE

6.1 Ownership. Agency acknowledges that the Product is loaned to Agency for testing and that Axon retains ownership of all right, title and interest to the Product, the Product design and Documentation, and the intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights) subject to the Software license granted in this Section 6. Agency agrees not to (i) copy, modify, or reverse engineer the Product hardware or design, make derivative works based upon the Product, or use the Product to develop any products, without Axon's prior written approval or (ii) sell, license, rent, or transfer the Product to any third party. Axon hereby reserves, and Agency hereby agrees, that Axon shall have a security interest in the Products delivered under this Agreement. If requested by Axon, Agency agrees to execute and deliver financing statements or any other instruments, recordings or filings deemed necessary by Axon to protect and preserve its right, title and interest in and to the hardware Products under applicable law.

6.2 Software License Grant. Axon hereby grants to Agency and Agency accepts a personal, non-transferable, non-exclusive license to use the Software subject for the Test Period solely for the purpose of testing and evaluating the Software.

6.3 Modifications. Agency hereby assigns to Axon, Agency's entire right, title and interest (including, without limitation, all patent rights, design rights, copyrights and trade secrets) in any modifications or improvements to the Products which Agency may propose or make during the Test Period or which Agency and Axon may jointly make during the Test Period.

7.0 CONFIDENTIAL INFORMATION. Agency acknowledges that, in the course of using the Products and performing its duties under this Agreement, it may obtain information relating to the Products and to Axon which is of a confidential and proprietary nature ("Proprietary Information"). Such Proprietary Information may include, but is not limited to, Trade Secrets, know how, invention techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which Agency knows or has reason to know is confidential, proprietary or trade secret information of Axon. As used in this Agreement, "Trade Secrets" shall have the meaning ascribed to such term as set forth in A.R.S. § 44-401. Agency shall at all times keep in trust and



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confidence all such Proprietary Information, and shall not use such Proprietary Information other than as expressly authorized by Axon under this Agreement, nor shall Agency disclose any such Proprietary Information to third parties without Axon's written consent. Agency further agrees to immediately return to Axon all Proprietary Information (including copies thereof) in Agency's possession, custody, or control upon termination of this Agreement at any time and for any reason. The obligations of confidentiality shall not apply to information which (i) has entered the public domain except where such entry is the result of Agency's breach of this Agreement; (ii) prior to disclosure hereunder was already in Agency's possession; or (iii) subsequent to disclosure hereunder is obtained by Agency on a non-confidential basis from a third party who has the right to disclose such information to the Agency. This provision shall survive any termination of this Agreement.

8.0 LIMITED LIABILITY. AXON AND AXON'S AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO AGENCY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR GOODWILL, USE, OR DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THE FOREGOING IS NOT ENFORCEABLE, AXON'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE RETAIL VALUE OF THE PRODUCT GIVING RISE TO THE LIABILITY.

9.0 Relationship of the Parties. The Parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

10.0 Miscellaneous. Both parties agree that this Agreement and all disputes arising hereunder will be governed by the laws of the State of Arizona without reference to conflict of laws principles. This Agreement constitutes the complete agreement of the Parties on the subject matter covered herein and supersedes all prior or contemporaneous understandings, agreements, or representations, written or oral, of the parties. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. This Agreement is binding upon the successors and assignees of each party. This Agreement may not be amended except by a writing signed by both parties and expressly declared to be an amendment or modification of this Agreement. In the event that any one or more of the provisions of this Agreement is unenforceable, the enforceability of the remaining provisions shall be unimpaired.

Signatures on next page



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Axon Enterprise, Inc.

DocuSigned by:

Jason Hartford

Signature: _____

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Name: Jason Hartford

Title: VICE PRESIDENT, PRODUCT MGMT

Date: 3/5/2019 | 10:52 AM MST

Agency

Signature: _____

Name: John McMahon

Title: Commander, Information Technology Group

Date: March 1, 2019

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